

50099

MEMORANDUM OF UNDERSTANDING

November 24, 2000

**Re: Letter Smith
t/a Palm Tree Cafe
5561 S. Dakota Ave., NE
Case No. 50099-2002P
Req.: New Application
for ABC Class DR License**

TO: Letter Smith, Owner, Palm Tree Cafe

**FROM : Bobbie J. Williams, For Concerned Residents of
of the Lamond-Riggs Community**

SUBJECT: Opposing Your Request to the ABC Board for a "DR" ABC License

As stated in our opposing statement to the ABC Board: "Residents of the community believe that the issuance of an ABC License to this establishment would constitute an over-concentration of ABC Licenses in one square block."

"We oppose the live entertainment in the community due to the violence that this community encountered a few years ago at Riggs Road and South Dakota. We would not like to see a resurgence of the same alcohol related violence. "

At the Roll Call hearing on November 8, 2000, the ABC Board asked the we (you representing your business and I representing the concerned residents) get together and try to reach a satisfactory solution to the opposition. Below are the issues that the concern residents request you satisfy before we agree to withdrawing our opposition and not pursuing a formal ABC Hearing:

1. Provide internal security for your business during evening hours on weekends (Friday thru Sunday).

Your Position: AGREE

2. No double parking on South Dakota Ave., which would interfere with the flow of traffic.

Your Position: AGREE

3. Contain the sound of music played inside the establishment to the confinement of the establishment's walls.

Your Position: AGREE

4. Give neighborhood residents first preference for employment in your business.

Your Position: AGREE

5. Keep front and back of property free of litter in order to eliminate rodent problems.

Your Position: AGREE

6. Ensure that patrons do not over-drink and become a risk to the community.

Your Position: AGREE

7. Ensure that under-age patrons do not buy/consume alcohol beverages when purchasing food.

Your Position: AGREE

8. Do not exceed the capacity of 30 which would overflow outside your establishment.

Your Position: AGREE

9. Do not extend operating hours beyond 12:00 am.

Your Position: AGREE

In conclusion, the establishment is located in a C-1 Zone, which is designed to have a minimal impact upon surrounding residential developments in a predominantly residential area that consists of privately-owned homes and apartments that may be adversely affected..

Let S
11/25/00
- Agree -

Bobbie J. Williams
11/25/100
- Agree -

1. The opposition of Bobbie Williams and Terry Goins, be, and the same hereby, is **WITHDRAWN**;

Lester Smith
t/a Palm Tree Café
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2. The application of Lester Smith t/a Palm Tree for a retailer's class DR license (new), located at 5561 South Dakota Avenue, N.E., Washington, D.C., be, and the same hereby, is **GRANTED;**

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:


4. Copies of this Order shall be sent to the Protestants and the Applicant.


District of Columbia
Alcoholic Beverage Control Board

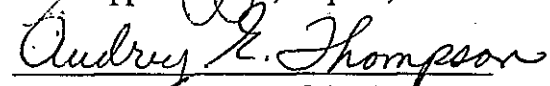

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member

Charles Burger, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

This Voluntary Agreement made this 14 day of February, 2001 by and between Maria Nunez t/a El Rinconcito Deportivo, Inc. ("Applicant") and Caroline G. Polk ("Protestant").

WITNESSES

WHEREAS, Applicant has applied to the Alcoholic Beverage Control Board of the District of Columbia (the "Board") for issuance of a Retailers License Class CR for premises located at 3226 11th Street, NW, Washington, DC (the "Premises");

WHEREAS, Protestant has protested the issuance of the license pursuant to the provisions of Section 14(b) of the District of Columbia Alcoholic Beverage Control Act;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to request the Board to approve of the issuance of Applicant's license conditioned upon Applicant's compliance with this written agreement;

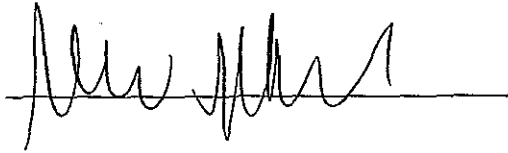
NOW, THEREFORE, in consideration of the Recitals set forth above, and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by reference.
2. Noise Control. Applicant shall not install or use any exterior sound amplification equipment of any kind. Noise from music or any other form of entertainment shall not be audible from outside of the establishment when the door of the Premises is closed. Applicant's door shall remain closed except when persons are entering or exiting the Premises and shall not be left open any time noise emanating from the Premises is audible from outside the Premises.
3. Trash Removal. Applicant shall keep its exterior Premises and sidewalk free of litter, trash and weeds and shall police the immediate area outside the Premises on a regular basis. Applicant shall store its trash in closed trash receptacle in the rear of the building and shall arrange for trash pick up as frequent as shall be required so that no trash will be stored outside of the trash containers. Applicant shall not use the area outside of the rear of the Premises for food storage of any kind.
4. Withdrawal of Protest. Protest agrees to withdraw her protest and join in Applicant in requesting the Board to accept this Agreement as a condition to the approval of Applicant's license.
5. Condition of License. The provisions of this Agreement shall become a part of the conditions of the license and shall remain in full force and effect upon renewal or transfer of the license.

6. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be named an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be independent to, any other counterpart. I

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESS:



APPLICANT:

EL RINCONCITO DEPORTIVO, INC.

By:



Maria Nunez, Vice President

PROTESTANT:



Caroline G. Polk